

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_, 2023 (“**Effective Date**”), by and between **Lake Juliana Retail, LLC**, a Georgia limited liability company (“**Owner**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Prospective Purchaser**”). Owner and Prospective Purchaser may hereinafter be referred to collectively as the “**Parties**” and individually as a “**Party**”.

### W I T N E S S E T H:

**WHEREAS**, Owner is in the process of attempting to sell certain shopping center commonly referred to as “Publix at Lake Juliana” located at **Publix at Lake Juliana** located at **775-895 Hwy-559, Auburndale, FL 33823** and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”); and

**WHEREAS**, Prospective Purchaser is interested in obtaining more information about the Property; and

**WHEREAS**, Owner has agreed to disclose certain “Confidential Information” (as hereinafter defined) to Prospective Purchaser but as a condition for the disclosure of such Confidential Information by Owner, the Parties agree to abide by the terms of this Agreement, as more particularly set forth below.

**NOW, THEREFORE**, in consideration of the delivery of the Confidential Information, and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by both Parties hereto, the Parties hereby agree as follows:

1. **Confidential Information.** As used in this Agreement, the term “**Confidential Information**” means and includes collectively any and all financial statements and related financial information, any documents, leases and any other information disclosed by Owner to Prospective Purchaser with respect to the Property.

2. **Use/Disclosure/Ownership of Confidential Information.** Prospective Purchaser forever agrees to hold in confidence and not directly or indirectly disclose or utilize for its own or anyone else’s benefit any Confidential Information. Prospective Purchaser will restrict the possession, knowledge, development and use of Confidential Information to its officers, directors, employees, attorneys and agents who have a need to know the Confidential Information (collectively, “**Personnel**”). Prospective Purchaser will ensure that its Personnel comply with this Agreement, and Prospective Purchaser shall be responsible and liable for any breach(es) of this Agreement by its Personnel. The Parties agree that Owner is, and shall at all times remain, the exclusive owner of all of its Confidential Information and no license or conveyance of any rights to any Confidential Information is granted or implied under this Agreement. Without limiting the foregoing, Prospective Purchaser shall take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information.

3. **Disclosures to Governmental Entities.** If Prospective Purchaser becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it, Prospective Purchaser will give Owner prompt written notice sufficient to allow Owner to seek a protective order or other appropriate remedy. Prospective Purchaser will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

4. **Limited Relationship.** This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent contractor and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.

5. **Remedies.** In the event of a breach or threatened breach of this Agreement by Prospective Purchaser, Owner may avail itself of all available legal and equitable remedies, including, but not limited to, injunctive relief, and Owner shall be entitled to recover court costs and reasonable attorneys’ fees from Proposed Purchaser if applicable. Further, each Party acknowledges that (a) Owner may suffer irreparable harm if this Confidentiality Agreement is breached by Prospective Purchaser, (b) Owner’s legal remedies are inadequate to protect its interests in the event of

such breach by Prospective Purchaser, and (c) equitable relief is an appropriate remedy for any such breach (without requirement of any bond or security), notwithstanding and in addition to any other available remedies. If any action or other proceeding is instituted relating to any term or condition of this letter, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses (whether or not specifically allowed by common law or statute).

6. ***No Representations or Warranties.*** Owner has made, and hereby makes, no representations or warranties as to the accuracy or completeness of the Confidential Information; it being agreed that Proposed Purchaser shall not rely on such Confidential Information and shall independently verify the truth, accuracy and completeness of the Confidential Information and/or items contained therein. Each Party further agrees that Owner shall not have any liability to Prospective Purchaser as a result of Prospective Purchaser's use of the Confidential Information or the conclusions derived by Prospective Purchaser from the Confidential Information. Owner expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Confidential Information, or in any other written or oral communications transmitted or made available to Proposed Purchaser. Proposed Purchaser shall rely solely upon Proposed Purchaser's own investigation with respect to the Property, including, without limitation, the Property's physical, environmental or economic condition, compliance or lack of compliance with any ordinance, order, permit or regulation or any other attribute or matter relating thereto. Owner has not undertaken any independent investigation as to the truth, accuracy or completeness of the Confidential Information and is providing the Confidential Information solely as an accommodation to Proposed Purchaser.

7. ***No Obligation Regarding Possible Transaction.*** Notwithstanding the rights granted to Proposed Purchaser under this Agreement, and notwithstanding any negotiations or other communications between Owner and Proposed Purchaser, neither Owner nor Proposed Purchaser shall have any obligation whatsoever to proceed to enter into any binding agreement concerning Owner's sale or Proposed Purchaser's purchase of the Property or any portion thereof, or to otherwise consummate any transaction of any kind concerning the Property or any portion thereof. Neither this Agreement nor any other negotiations or communications between Owner and Proposed Purchaser shall constitute evidence of a binding agreement to sell the Property by Owner or an offer to purchase the Property by Proposed Purchaser, and other than as set forth in this Agreement neither Owner nor Proposed Purchaser shall have any obligations whatsoever regarding the Property, unless and until Owner and Proposed Purchaser execute and enter into a binding purchase and sale agreement regarding the Property, which either party may or may not do in its sole discretion.

8. ***Miscellaneous.*** This Agreement shall be binding upon the parties hereto and their respective representatives, agents, successors and assigns. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or unenforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. This Agreement shall be governed in accordance with the laws of the State of Georgia without reference to choice of law or conflicts of law principles of such state. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is made in writing and signed by both Parties. This Agreement embodies the entire understanding between the Parties respecting the use and disclosure of Confidential Information and supersedes all prior negotiations, correspondence, understandings and agreements between the Parties regarding this matter. The failure of any Party to require performance of the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. This Agreement has been negotiated by the Parties, and the language of this Agreement shall not be construed for or against either Party. Time is of the essence with respect to this Agreement. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received when (i) personally delivered (including delivery via e-mail), or (ii) one (1) business day after being deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed for next-day delivery. For purposes of this subsection, the addresses of each Party shall be that set forth below the signature of such Party hereto with a copy to the other addressees set forth below the signature of such Party. Either Party may change its address for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other Party hereto in the manner prescribed herein. Either the original or copies, including facsimile transmissions or PDF transmissions via electronic mail, of this Agreement may be executed in counterparts, each of which shall be an

original as against any Party whose signature appears on such counterpart, and all of which together shall constitute one and the same instrument.

EXECUTED in multiple counterparts under seal to be effective as of the Effective Date.

**OWNER**

**LAKE JULIANA RETAIL, LLC,**  
a Georgia limited liability company

By: Watkins Real Estate Group, Inc., its  
Manager

By: \_\_\_\_\_  
Print Name: Michael Aide  
Title: President

Address:

1958 Monroe Drive, NE  
Atlanta, Georgia 30324-4887  
Attention: James G. Levy

With a copy to:

Hartman Simons & Wood LLP  
400 Interstate North Parkway SE  
Suite 600  
Atlanta, Georgia 30339  
Attention: Yvette Fallone-Tietje, Esq.

**PROSPECTIVE PURCHASER**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

PARCEL 1, LAKE JULIANA SHOPPING CENTER, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 180, PAGE 18, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

# PUBLIX SUPER MARKETS, INC. NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made and entered into as of October \_\_, 2023, between LAKE JULIANA RETAIL, LLC, a Georgia limited liability company (“Landlord”) whose mailing address is 1958 Monroe Drive, NE, Atlanta, Georgia 30324; [\_\_\_\_\_, a \_\_\_\_\_] (“Buyer”) whose mailing address is \_\_\_\_\_; and PUBLIX SUPER MARKETS, INC., a Florida corporation (“Publix”) whose mailing address is Post Office Box 407, Lakeland, Florida 33802-0407 (Landlord, Buyer and Publix are sometimes collectively referred to herein as the “parties”) with reference to the following facts:

- A. Landlord is the owner of that certain shopping center known as Publix at Lake Juliana, and located in Auburndale, Polk County, Florida (the “Property”).
- B. Publix leases premises within the Property for the operation of its retail grocery supermarket.
- C. Landlord has now proposed to sell the Property to Buyer.
- D. As part of Buyer’s evaluation of the Property, Landlord desires to provide to Buyer certain information about, or belonging to, Publix.
- E. Publix desires that such Property Information be kept confidential.

In consideration of the foregoing facts, the mutual covenants, conditions and agreements set forth below, the receipt of the Property Information and the Publix Information (as defined below) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Buyer, Landlord and Publix hereby agree as follows:

## 1) **Publix Information.**

a) The parties acknowledge and agree, that in connection with the business relationships they have or may in the future have, Publix or Landlord may have provided or allowed access to, and may in the future provide or allow access to, data and information with respect to Publix and its affiliates, Publix's operations and the operation of Publix's affiliates, including real estate operations and its store sales and operation, and/or data and information which has been provided to Publix and/or its affiliates on a confidential basis by other third parties, in each case being data that has not been publicly disclosed and is not a matter of common knowledge (collectively and as to individual components thereof, the "Publix Information").

b) The parties acknowledge and agree that some or all of the property that constitutes Publix Information may not be a trade secret or qualify for protection under copyright or patent law, but the parties nevertheless acknowledge the property rights of Publix and its affiliates in the Publix Information without regard to whether the Publix Information is or may be subject to protection under any federal or state copyright, patent, trade secret or other laws, it being the specific intent of the parties that the provisions of this Agreement are to be in addition to any protection, right or remedy otherwise provided by law or available in equity.

## 2) **Confidentiality Covenants.**

a) The undersigned shall not, and each of its affiliates, including the agents, partners, directors and officers thereof shall not, without prior written consent of Publix, at any time, in any fashion, form or manner, either intentionally or otherwise, directly or indirectly, divulge, disclose or communicate any of the Publix Information to any third person, partnership, joint venture, company, corporation, entity or other organization or use the Publix Information other than in connection with the business transactions entered into or engaged in by and between the parties hereto, unless the undersigned can clearly and convincingly demonstrate that such information is Excluded Information as defined in subparagraph c) below.

b) The undersigned shall disclose or give access to the Publix Information only to partners, principals, agents, contractors or employees of the undersigned and/or its affiliates having a need to know in connection with the investigation of and, where applicable, carrying out of the business relationships between the parties hereto and only for use in connection therewith. The undersigned and/or its affiliates will advise all of the undersigned's and/or its affiliates having access to Publix Information of the confidential and proprietary nature thereof and shall secure agreement in writing from the undersigned's and/or its affiliates' personnel that they will maintain the confidentiality of the Publix Information in accordance with the terms of this Agreement.

c) For purposes hereof, "Excluded Information" means information falling within any of the following categories:

(i) information already known to or otherwise in the possession of the undersigned and/or its affiliates prior to the time Publix or Publix's affiliates disclosed such information, or information which is independently discovered after the date hereof by the undersigned and/or its affiliates without the aid, application or use of the Publix Information;

(ii) information publicly available or otherwise in the public domain through no fault of or action by the undersigned and/or its affiliates;

(iii) information rightfully obtained after the date hereof by the undersigned and/or its affiliates from any third party which is lawfully in possession of such information and which is provided by such third party without violating any contractual or legal obligation of such third party to Publix with respect to such information; or

(iv) information disclosed without restriction pursuant to judicial action or governmental regulations or other requirements, by the undersigned and/or its affiliates, provided the undersigned has notified Publix prior to such disclosure and reasonably cooperates with Publix in the event Publix elects to legally contest and avoid such disclosure.

### **3) Definition of Affiliates.**

For purposes of this Agreement, "affiliates" shall mean corporations, partnerships, joint ventures and other entities controlling, controlled by or under common control of such party.

### **4) Return of Property.**

Upon Publix's request, the undersigned and/or its affiliates shall return to Publix any and all information and data supplied by Publix and/or Publix's affiliates and any and all documents and other materials obtained by the undersigned and/or its affiliates from Publix and/or Publix's affiliates in connection with the business relationships between the parties and their respective affiliates and shall destroy or return to Publix all records, files, equipment, models, drawings, photographs, writings and other papers and things in the undersigned's and/or its affiliates' possession, custody or control, including any and all copies thereof to the extent supplied to the undersigned and/or its affiliates by Publix.

### **5) No Warranties; Disclaimer.**

The undersigned hereby acknowledges that Publix, Publix affiliates or their agents make, or have made, no representations or warranties whatsoever regarding the truthfulness, accuracy, or completeness of the Publix Information; and the undersigned further acknowledges that the Publix Information is to be used solely for the undersigned to evaluate the possibility of entering into a business transaction involving certain property of Publix, for the undersigned's own account as principal in the transaction and not as a broker or agent for any other person or entity.

**6) Specific Enforcement.**

It is understood by and between the parties that the covenants set forth in this Agreement are each an essential element of this Agreement, and that but for the respective agreements of the parties to the applicable provisions of this Agreement, the other party would have been unwilling to commence or to continue the business relationships. The parties further agree that if a party hereto should breach any of such party's covenants or obligations under this Agreement, the other party would suffer irreparable damage. Accordingly, the parties agree that in addition to other remedies that may be available in law or at equity (including but not limited to an action at law for money damages), the parties shall be entitled upon application to a court of competent jurisdiction to an injunction to specifically enforce the terms of this Agreement.

**7) Indemnity and Expenses of Enforcement.**

The parties agree that they each will be responsible for payment of and will indemnify the other in respect of any and all claims, losses, costs, liabilities and expenses, including reasonable fees and disbursements of counsel (during investigation, prior to initiation of litigation and at trial and in appellate proceedings if litigation ensues), directly or indirectly resulting from or arising out of the enforcement of this Agreement by the other, including but not limited to enforcement procedures with respect to any breach or claimed breach of this Agreement.

**8) No Waiver.**

No action taken by a party in connection with this Agreement, including any investigation by or on behalf of such party, shall be deemed to constitute a waiver by such party of compliance with any representation, warranty, covenant or agreement contained herein, or in any document delivered by the other party in connection with the activities contemplated by this Agreement. The waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**9) Notices.**

All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic fax, telecopy or similar electronic transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by recognized expedited delivery service; and five days after it is sent if mailed, first class mail, postage prepaid. In each case notice shall be sent to the address set forth on the signature page hereof, or to such other address as either party shall have specified by notice in writing to the other party.

**10) Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the successors in interest of the parties.

**11) Venue; Process.**

The parties to this Agreement agree that jurisdiction and venue of any action brought pursuant to this Agreement, to enforce the term hereof or otherwise with respect to the relationships between the parties created or extended pursuant hereto, shall properly lie in the Court(s) of the State of Florida or the Court(s) of the United States having jurisdiction over Polk County, Florida. Such jurisdiction and venue are merely permissive; jurisdiction and venue shall also continue to lie in any court where jurisdiction and venue would otherwise be proper. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means otherwise provided by statute or rule of court.

**12) Severability.**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid of full force and effect, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

**13) Governing Law.**

The validity, construction and enforcement of, and the remedies under, this Agreement shall be governed in accordance with the laws of the State of Florida (except any choice of law provision of Florida law shall not apply if the law of a state or jurisdiction other than Florida would apply thereby).

**14) Electronic Delivery.**

The delivery of a digital image (e.g., .pdf) of this Agreement by electronic transmission (e.g., facsimile or e-mail) shall be the same as delivery of an original. The parties shall accept a fully executed digital image of this Agreement as a true and correct original and admissible as the best evidence for the purposes of state law, Federal Rule of Evidence 1002, and similar statutes and regulations.

Party: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(type or print)

Date: \_\_\_\_\_, 2024

Mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn.: \_\_\_\_\_

For the purpose of: Landlord providing Publix Information to Buyer, for Buyer’s evaluation of the potential purchase of the Shopping Center.